



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Meeting Agenda - Final

Economic and Community Development Commission

Wednesday, October 23, 2024

3:00 PM

Council Chambers

The meeting is open for in-person attendance and will also be conducted through video conferencing. To join the meeting click this link (or typing the URL in your web browser address bar) <https://cityoflacrosse-org.zoom.us/j/83768127868?pwd=WUJpRkwzbWpHL0VvckhmRmdxMm5pZz09>
Meeting ID: 837 6812 7868; Passcode: ECDC23; Dial by your location +1-309-205-3325

If you wish to speak on an agenda item, arrive early to sign up before the meeting begins. If attending virtually and you wish to speak, contact the Department of Planning, Development and Assessment at the email or phone number below so we can provide you with the necessary information to join in.

Members of the public who would like to provide written comments on any agenda may do so by emailing emsliej@cityoflacrosse.org, using a drop box outside of City Hall, or mailing the Department of Planning, Development and Assessment, 400 La Crosse Street, La Crosse WI 54601. Questions, call 608-789-7512

Roll Call

Approval of Minutes from the September 30, 2024 meeting.

Agenda Items:

- 1 [24-1389](#) Resolution authorizing an application to the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment (CDI) Grant Program for the Haven on Main development.
Attachments: [Resolution](#)
[Community Development Investment Program Information](#)
[Community Development Investment Program Guidelines](#)

- 2 [24-1343](#) Resolution Allocating Funding for Development of Specialized Housing Capacity Utilizing American Rescue Plan Act Funds.
Sponsors: Reynolds
Attachments: [Resolution](#)
[Staff Report](#)
[Request for Proposals \(RFP\)](#)
[Staff Memo to ECDC](#)

- 3 [24-1390](#) Consideration and possible action on a term sheet regarding Tax Increment Financing for the Haven on Main project.
(Note: The Committee and/or Council may convene in closed session pursuant to Wis. Stat. 19.85(1)(e) to formulate & update negotiation strategies and parameters. Following such closed session, the Committee and/or Council may reconvene in open session.)

Attachments: [Haven on Main Overview](#)

Adjournment

Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.

NOTICE TO PERSONS WITH A DISABILITY

Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to ADAcityclerk@cityoflacrosse.org, with as much advance notice as possible.

Economic and Community Development Commission Members:

Mayor Mitch Reynolds, Chris Kahlow, Doug Happel, Linda Lee, Gina Miller, Mary Rohrer, & Vicki Markussen.



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1389

Agenda Date: 10/23/2024

Version: 1

Status: Agenda Ready

In Control: Economic and Community Development Commission

File Type: Resolution

Agenda Number: 1

Resolution authorizing an application to the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment (CDI) Grant Program for the Haven on Main development.

RESOLUTION

WHEREAS, the Wisconsin Economic Development Corporation (WEDC) has a Community Development Investment (CDI) grant to which the Haven on Main development is eligible to receive funding; and

WHEREAS, the grant application requires a Resolution from the City authorizing the Haven on Main developer to apply for this grant.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes Couleecap, the developer of the Haven on Main project, to apply for the CDI grant.

BE IT FURTHER RESOLVED that the developer will be obligated to finalize the grant application, and if awarded, fulfill all provisions of the grant agreement, including reporting requirements and any financial obligations resulting from the award.

BE IT FURTHER RESOLVED that the Mayor and Director of Planning, Development and Assessment are hereby authorized to take any and all steps necessary to effectuate this resolution.

COMMUNITY DEVELOPMENT INVESTMENT GRANT

BUILDING VIBRANT COMMUNITIES IN WISCONSIN

The Wisconsin Economic Development Corporation's (WEDC's) **Community Development Investment (CDI) Grant Program** helps transform communities by funding projects that mobilize people and resources to inspire positive and substantive local development.

How it works

The CDI Grant Program will support urban, small city, and rural community (re)development efforts by providing financial incentives for catalytic shovel-ready projects with emphasis on, but not limited to, community-driven commercial corridor efforts. The maximum grant amount is generally \$250,000. Grant recipients must provide a minimum 3:1 matching investment in project costs; projects located in a designated economically distressed community, an Opportunity Zone, a rural community, or a designated district of a Wisconsin Main Street community must provide a minimum 1:1 matching investment. Additionally, a project where a key component is to provide child care services or expand housing availability may also be approved by WEDC to provide 1:1 matching funds.

Eligibility requirements

Grant recipients must demonstrate significant, measurable benefits in job opportunities, property values, and/or leveraged investment by local and private partners in at least one of the following efforts:

- Development of a significant destination attraction
- Rehabilitation and reuse of an underutilized or landmark building
- Infill development
- Historic preservation
- Infrastructure efforts (including disaster prevention measures) providing substantial benefits to downtown residents/property owners
- Mixed-use development (not exclusively residential)

Eligible activities

CDI Grant funds may be used for the following activities:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure improvements
- Building relocation of a CDI project property

LEARN MORE

For more information about becoming eligible for the Community Development Investment Grant Program, contact a Wisconsin Economic Development Corporation (WEDC) regional economic development director.

You can find the list of regional directors and territories covered at wedc.org/regional.



Community Development Investment Program

Program Guidelines for Fiscal Year 2025	
Lead Division: Business and Community Development	
<input type="checkbox"/> New	<input checked="" type="checkbox"/> Revised 7/1/2024
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Loan <input type="checkbox"/> Tax Credit <input type="checkbox"/> Technical Assistance

Introduction

Background Information: The Community Development Investment (CDI) program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Vibrant Spaces: The Vibrant Spaces funds are awarded through a competitive application process for communities to invest in public projects that will enhance the community as an attractive place to live. The project must demonstrate a collaborative, community-driven effort, such as identified in a community plan or document that has identified it as a positive community investment to be considered eligible.

Program’s Purpose: The program will support urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects emphasizing commercial corridor driven efforts.

Eligibility Requirements

Eligible Applicants: Community Development Investment grant applicants must meet the following criteria:

- Be a municipality (including counties, cities, villages, and towns), Tribal entity, other governmental authority, or a private developer designated by a municipality to apply on its behalf
- Provide a signed resolution by the elected governing body authorizing the submittal of the application(s) to the CDI Grant Program.
- Propose a project that does one or more of the following:
 - Develops significant destination attractions.
 - Rehabilitates and reuses underutilized or landmark buildings.
 - Infill development.
 - Historic preservation.
 - Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents or property owners.
 - Mixed-use development (not exclusively residential).

Eligible Use of Funds: CDIs can fund the following activities:



- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Building Relocation of CDI project property

An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to applying may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:

- WEDC may reduce or waive the match requirements
- Applicants must demonstrate that other funding mechanisms (CDBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding.

Matching: The applicant must provide matching funds in an amount of 3:1 of the CDI Grant being requested. In any of the following circumstances, the matching funds requirement is reduced to 1:1:

- The project is located in an Economically Distressed or Rural Community.
- The project is located in an Opportunity Zone.
- A key component of a secured/defined development is to provide childcare services or expand housing availability.
- For applicants where the project is in the designated district of a WEDC Main Street Community.

No more than 50% of eligible project costs may consist of other state and/or federal grant sources, excluding federal ARPA funds; exceptions can be made for projects utilizing federal ARPA funds.

Vibrant Spaces:

Eligible Use of Funds: Vibrant Spaces grants can fund the following activities:

- Public Space Enhancements (including, but not limited to alleys, programmable park spaces)
- Public Signage (limited to wayfinding, interpretative signage, kiosks)
- Seasonal equipment with the intent to be used annually (such as tables, chairs, bike racks, etc.)
- Parklets
- Public infrastructure projects (including public restrooms to serve public spaces)

Ineligible Use of Funds: Activities ineligible for program assistance or match Include, but are not limited to:

- Events
- Private spaces that are not open to the public



- Activities that are otherwise eligible to be funded through other programs offered by WEDC
- Past costs
- In-kind contributions
- Indirect expenses (a.k.a. "soft costs")

Matching: The applicant must provide matching funds in an amount of 1:1 of the Vibrant Spaces grant being requested.

Available Incentives

FY25: \$7,750,000

\$6,500,000 CDI Grant Funds.

\$1,250,000 Vibrant Spaces Funds.

Award Sizes: The maximum CDI grant may not exceed \$250,000.

Awards per Applicant: No more than one grant per fiscal year shall be located within the boundary of a municipality, unless the applicant is in an economically distressed community or opportunity zone; in which case applicants can apply for up to two CDI grants per fiscal year.

Award Sizes: Vibrant Spaces grants will be between \$25,000 and \$50,000.

Awards per Applicant: Applicants may receive one Vibrant Spaces Grant in any fiscal year. Entities can only receive one Vibrant Spaces award per community. Receiving a Vibrant Spaces grant does not preclude a community from applying for general CDI grants.

Activities and Expected Outcomes

CDI Grant: Assist 26 communities and achieve a 15:1 leverage of other investment.

Impact: Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Metrics:

- Leverage – Total.
- Capital investment.
- Taxable Property Value.
- Site Work – Demolition, if applicable.
- Site Work - Renovation/Rehabilitation, if applicable.

Vibrant Spaces: Assist 30 communities in creating an open space for public use in their commercial corridor.



Impact: Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Metrics:

- Total leverage.
- Capital investment, taxable property value, site work – demolition, and site work – renovation/rehabilitation, if applicable.

Application Guideline

Timeline: The CDI program has a continuous application process.

Vibrant Spaces: The Vibrant Spaces grant has a competitive application process and utilizes a scoring rubric to rank projects.

Review Considerations: WEDC may take the following into account when considering a CDI award:

- Impact on the community.
- Located in an Economically Distressed community.
- Financial justification.
- Previous planning efforts.
- Alignment with Comprehensive Economic Development Strategy (CEDS)/Economic Development District (EDD) plan for the region.
- Readiness to proceed demonstrated by financial commitments in place.
- Involvement of public-private partnerships and public/community support and collaboration.
- Demonstrates involvement of diverse businesses, including women and veteran-owned contractors, in eligible project costs.
- Primary building occupant is a diverse-, woman-, or veteran-owned business(es).
- Primary building purpose serves the communities of diverse-, women-, veteran-, or low- and moderate-income individuals.
- Clean energy technology investments included in the project (ex. solar panels, electric vehicle charging stations, use of state energy audit and/or energy rebate programs, etc.).
- Quality Urban Design: balancing preservation of existing heritage structures and streetscapes with new development.
- Other factors determined by WEDC.

Vibrant Space Scoring Criteria: WEDC will include but not limit the scoring of Vibrant Spaces applications to the following categories:

- Budget and match funding.
- Demonstrated community support and partnerships.
- Impact on community, district, and businesses.
- Space attracts multiple user groups/activities.
- Visible pedestrian-oriented public space.

How to Apply: An interested applicant should contact a WEDC Account Manager to determine if their project is right for the program. Upon review of the project, and



alignment with eligibility criteria, an applicant will be invited to submit their application through Network Wisconsin.

Vibrant Spaces

Award Process: The completed application will be assigned to an underwriter and go through the award review process.

Performance Reporting: Recipients must annually submit a performance report documenting capital investment, assessed taxable property values, and any other contract deliverable. Vibrant Spaces recipients will submit one performance report at the project's completion.

WEDC annually selects awards on a sample basis for an audit. All backup to the performance report and financial records are required to be maintained by the Recipient for a period of at least three (3) years after the last performance report is due.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Helpful Information

Definitions:

"Economically Distressed" - a county or municipality so designated by WEDC by considering the most current area and state data available for the following indicators:

- Unemployment rate
- Percentage of families with incomes below the poverty line
- Median family income
- Median per capita income
- Average annual wage
- Manufacturing assessment values by county
- Other significant or irregular indicators of economic distress – such as a natural disaster, or plant closings and layoffs

"Opportunity Zone" - a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

"Rural Community" - a city, village, or town with a population less than 5,000.

Revision History

Program Inception – Fiscal Year 2013

- 7/1/2017: Consideration of multiple applications per community per fiscal year when funding is available, removes limitation of one CDI or BF grant per project, Added project or site development planning as eligible activity

WISCONSIN

ECONOMIC DEVELOPMENT

- 7/1/2018: Allow applicants in a Designated Rural County to receive more than one grant per fiscal year, Reserve 50 percent of program funding for projects in a Designated Rural County
- 7/1/2019: Allow applicants in an Opportunity Zone to receive more than one grant per fiscal year; allow recipients to submit performance reports annually; clarify performance reporting requirements
- 7/1/2020: Expanded eligibility and funding for COVID-19 recovery initiative.
- 7/1/2021: Eliminated temporary CARES Act provisions; removed eligibility for planning projects; replaced Designated Rural County with Economically Distressed; added consideration for diverse businesses
- 7/1/2022: Expands considerations to determine making a CDI Grant; Adds Vibrant Spaces Pilot
- 7/1/2023: Defines Rural Community; reduces match requirement for rural communities and projects with key components of providing childcare or expanding housing availability; allows for developers to be the applicant/recipient entity.
- 7/1/2024: Expands eligible use of funds; updated review considerations to include clean energy investments; funds Vibrant Spaces



City of La Crosse, Wisconsin

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400 La Crosse Street
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Text File

File Number: 24-1343

Agenda Date: 11/7/2024

Version: 1

Status: New Business

In Control: Finance & Personnel Committee

File Type: Resolution

Agenda Number: 2

Resolution Allocating Funding for Development of Specialized Housing Capacity Utilizing American Rescue Plan Act Funds.

RESOLUTION

WHEREAS, resolution 24-0810 directed staff to issue a Request for Proposals (RFP) to award funding for specialized housing capacity which was allocated through 21-1732; and

WHEREAS, the aforementioned resolution also allowed for the Economic and Community Development Commission (ECDC) and the Pathways Home team to score the proposals received and provide a recommendation for funding to the Common Council; and

WHEREAS, the ECDC and Pathways Home team provided a recommendation at the October 23, 2024 meeting.

NOW, THEREFORE BE IT RESOLVED that the recommendation by the Economic and Community Development Commission be approved to create specialized housing capacity.

BE IT FURTHER RESOLVED that unused funds of up to \$75,000 allocated through 23-0826, which provided support to the Homeless Outreach Team, also be used to support the awarded proposal(s).

BE IT FURTHER RESOLVED that the Planning, Development and Assessment Department and the Finance Department are hereby authorized to effectuate this resolution.

BE IT FURTHER RESOLVED that the Mayor, City Clerk, and Community Development Manager are hereby authorized to execute any documents in connection with this allocation.



CITY OF LA CROSSE

400 La Crosse Street
La Crosse, Wisconsin 54601
(608) 789-CITY
www.cityoflacrosse.org

LEGISLATION STAFF REPORT FOR COUNCIL

File ID Caption

Staff/Department Responsible for Legislation

Requestor of Legislation

Location, if applicable

Summary/Purpose

Background

Fiscal Impact

Staff Recommendation



City of La Crosse

Request for Proposals

Pathways Home Specialized Housing Solutions

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Section 1: RFP Overview

Introduction

The objective of this Request for Proposals (RFP) is to solicit proposals that develop sustainable housing solutions to meet the unique needs of homeless individuals and families, utilizing American Rescue Plan Act (ARPA) funding and leveraging other community funding sources.

Eligible proposals submitted by the Sept 27th deadline will be scored by the City/County Pathways Home Action Team and the City's Economic and Community Development Commission (ECDC). The final decision on proposal selection will be made by the City of La Crosse Common Council.

Proposals may be submitted by public and private non-profit organizations and for-profit organizations. Collaboration between entities is encouraged. ARPA funds dedicated to this project must be fully expended toward a sustainable solution by December 31, 2026. Key subjects of interest to the Pathways Home team:

- Facility Design & Capacity
- Operational Plan
- Financial Sustainability

Project Description

The City of La Crosse is focused on creating housing solutions that meet the following key definitions:

- Bridge Housing – Temporary housing (up to 24 months) with supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing.
- Permanent Supportive Housing – Housing assistance and supportive services are provided to assist households in achieving housing stability.
- Other Specialized Housing Supports – housing opportunities designed for specific populations i.e. recovery programs.

Funding could be used for:

- Property Acquisition
- Organization-Held Leases
- Renovations to Rehab or Repurpose Existing Properties
- Completion of New Construction
- Supportive Services
- Case Management
- Financial Counseling

Section 2: Proposal Submittal Instructions

2.1 RFP Schedule

Activity	Time
RFP Released	Aug 19 th 2024
Q&A Session	Sept 16 th 2024
Submission of Proposals Due	Sept 27 th 2024
Opening of Proposals	Sept 30 th 2024
ECDC Meeting	Oct 23 rd 2024
Finance & Personnel Meeting	Nov 7 th 2024
City Council Meeting	Nov 14 th 2024

Questions regarding the RFP will be addressed in a Q&A session on Sept 16th; it is preferred that questions are submitted in advance to enable a clear and prepared response during the session. The City may provide oral clarifications, explanations, or responses to inquiries; the City is not bound by any oral representation. If any new and/or substantive information is provided in response to questions raised, it will be recorded in a written addendum to this RFP.

The City of La Crosse reserves the right to alter these dates or details. Any changes will be posted on the City website.

2.2 Submission of Questions

keyesm@cityoflacrosse.org | 608-789-7362

Mara Keyes, Community Development Manager

2.3 Submission of Proposals

All proposals shall be submitted completely in Neighborly.

Applicants can create an account via Neighborly here:

<https://portal.neighborlysoftware.com/LACROSSEWI/Participant>

The City of La Crosse will not accept responses to this RFP that are mailed, faxed, or dropped off in person.

Potential respondents may register online at Neighborly. All applications must be submitted through Neighborly **no later than 5:00 PM, September 27th**. Application Submissions are time stamped in the system, and proposals received after the above date and time will not be reviewed.

The City of La Crosse shall provide the Standard Contract Terms and Conditions which are included as Section 8. Submitting an RFP indicates that the respondent understands and agrees with these terms and conditions as provided.

All program management is expected to be completed through Neighborly. This includes, but is not limited to, scoring of proposals, draw requests, reporting, and any additional document uploads.

Selected subrecipients will be expected to complete quarterly reporting through Neighborly. These include but are not limited to financial reporting, clients served, and narrative explanation of accomplishments.

2.4 Opening of Proposals

On September 30th at 9:30 AM, proposals will be publicly opened.

At that time, the names of applicants who properly submitted proposals will be announced. Announcement of the names of the applicant who submitted proposals is not a guarantee that the proposals otherwise comply with the specifications of this RFP.

Individuals may attend the Opening of Proposals virtually. Please contact Mara Keyes at least 24 hours in advance to join via Zoom.

2.5 Ownership of Proposals

All proposals submitted on time become the property of City of La Crosse upon submission, and the proposals will not be returned. By submitting a proposal, the Responder agrees that the City of La Crosse may copy and share the proposal for purposes of facilitating the evaluation.

2.6 Other Information

Organizations may submit any other information that is not described in this proposal that would be beneficial to the Pathways Home team.

2.7 Public Records Law

All proposals are subject to the Wisconsin Public Records Law.

Section 3: Qualifications

3.1 Organization Information

Applicants will provide information regarding organization structure, services provided, capabilities, and staffing.

3.2 Relevant Experience

Organizations shall provide information regarding experience with similar projects specifically related to:

- A. Emergency Shelter
- B. Bridge Housing
- C. Permanent Supportive Housing
- D. Case Management
- E. Supportive Services
- F. Real Estate Development
- G. Collaboration

3.3 Organization and Key Personnel

- A. Organizational Structure / Hierarchy
- B. Responsibilities and relevant qualifications of key personnel providing services for this program

Section 4: Scope of Work

4.1 Project Goal

Interested organizations will provide sustainable specialized housing solutions to address homelessness in the City of La Crosse utilizing City of La Crosse ARPA funding and leverage other community funding. The goal is to increase housing capacity among bridge, permanent supportive housing, and other specialized housing supports.

4.2 Equity

Equity should be addressed in a way that adheres to the values of The City of La Crosse and its residents. Resulting plans will ensure that all residents will have access to transportation, community resources, and employment opportunities.

4.3 Quality of Life

The project should increase the quality of life for residents by providing a sustainable housing solution accompanied by quality case management and supportive services.

Section 5: Financial Plan

5.1 Funding

Please include a detailed project budget* for the following elements (if applicable):

- Property Acquisition
- Organization-Held Leases
- Renovations to Rehab or Repurpose Existing Properties
- Completion of New Construction
- Supportive Services
- Case Management
- Administrative Costs
- Financial Counseling

Any additional revenue or funding required to ensure project completion should be included in the RFP. Anticipated funding resources should be identified and supported by documentation such as letters of support and/or memorandums of understanding.

In-Kind services and contributions will be considered with proper documentation.

*Budgetary expenditures to which ARPA funding will applied must meet federal compliance requirements.

Section 6: How to Submit a Proposal

Proposals will be submitted through Neighborly. Any organizations interested in applying are encouraged to create an account and start the application. **Only applications submitted by 5 PM Sept 27th will be reviewed.**

To access the Application, follow the below link:

<https://portal.neighborlysoftware.com/LACROSSEWI/Participant>

Click “Start Application” next to the Specialized Housing Capacity Program. Once an application is started, and a Neighborly account has been created, the application can be continually updated and edited before submitting.

Section 7: Evaluation of Proposals

7.1 Evaluation Criteria (65)

- Sustainability of Solution (20)
 - o Efficiency of Program (5)
 - o Adaptable to Changing Needs (5)
 - o Level of Private Investment (5)
 - o Maintainable Affordability (5)
- Feasibility (20)
 - o Financial Plan (5)
 - o Location Viability (5)
 - o Partnership & Collaboration (5)
 - o Timeline / Ability to Execute (5)
- Alignment with Pathways Home Plan (15)
 - o Housing First with Supportive Services (5)
 - o Solution Addresses Case Management Needs (5)
 - o Serves Target Population (5)
- Organization Experience / Track Record (10)

Evaluations will be scored and reviewed by the Pathways Home Action Team and the ECDC. These scores will be presented to the ECDC to provide a recommendation to the City Council for the final decision.

Section 8 - Terms and Conditions

STANDARD TERMS AND CONDITIONS (Service Contracts)

(06.21.19)

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work

completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement..

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

- vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. Evidences of Insurance. Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

g. Sub-Contractor. In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. Amendments. La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. NO PERSONAL LIABILITY. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. INDEPENDENT CONTRACTORS. The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. NOTIFICATION. Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. GOVERNMENTAL APPROVALS. Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. ENTIRE AND SUPERSEDING AGREEMENT. This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. AMENDMENT. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE. Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn. City Clerk	Copy to: Attn. City Attorney
City of La Crosse	City of La Crosse
400 La Crosse Street	400 La Crosse Street
La Crosse, WI 54601	La Crosse, WI 54601

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. CONSTRUCTION. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. COMPLIANCE WITH LAW. The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. FORCE MAJEURE. Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industrywide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. GOOD STANDING. Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its

approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. COMPLIANCE WITH LAW. Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. RELIANCE. Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

*Revised:
06.21.19*

Memo

To: Economic and Community Development Commission

Staff: Mara Keyes, Andrea Trane

Re: 24-1315

Background:

The City of La Crosse launched the Specialized Housing Capacity RFP to ensure ARPA funds to address homelessness are obligated by the end of the year. Proposals will be scored by the ECDC and the Pathways Home Action Team. This item is to provide an update on the timeline for scoring, review and decision making.

Date	Time	Action	Location
September 27 th	5:00 PM	RFP Closes	N/A
September 30 th	9:30 AM	Opening of Proposals	Zoom
October 2 nd	5:00 PM	Proposal Scoring sent to ECDC & Pathways Home Action Team	Email Notification
October 16 th	5:00 PM	Proposal Scoring DUE	Submission thru Neighborly
October 23 rd	3:00 PM	Economic & Community Development Commission	City Hall Council Chambers
November 8 th	6:00 PM	Finance & Personnel Meeting	City Hall Council Chambers
November 14 th	6:00 PM	City Council Meeting	City Hall Council Chambers

Proposals Submitted:

- Adult & Teen Challenge of Western Wisconsin
- Catholic Charities of the Diocese of La Crosse, Inc.
- NEEDS
- The Salvation Army of La Crosse
- Family and Children's Center Inc
- Couleecap, Inc.
- Next Chapter La Crosse
- Karuna Inc.
- YWCA La Crosse



City of La Crosse, Wisconsin

City Hall
400 La Crosse Street
La Crosse, WI 54601

Text File

File Number: 24-1390

Agenda Date: 10/23/2024

Version: 1

Status: Agenda Ready

In Control: Economic and Community Development Commission

File Type: General Item

Agenda Number: 3



An enduring living space in which adults with disabilities can flourish independently, accompanied by the support of an accessible and inclusive community.

The Partners





Inspiration

A Proven Model: Prairie Haus



The Vision: Haven on Main

- ◆ Independence.
- ◆ Accessible opportunities for work, education, recreation, and other community amenities.
- ◆ Community-integrated quality of life.
- ◆ Safe, stable, healthy and happy homes.
- ◆ Affordable living space where residents can experience the vision regardless of disability, age, race, gender, income level or religion.

Vision to Reality

- ◆ 70 units of 1-, 2-, and 3-bedroom apartments in downtown La Crosse
 - ◆ Approx 50% designed for disabled residents
 - ◆ Mixed rate units to support local families and workforce
- ◆ Solar and geothermal heat with all utilities included in rent
- ◆ Safe structure; onsite parking and covered drive-thru portico
- ◆ Gym/fitness space; communal kitchens and gathering area; hair salon
- ◆ Outdoor recreational area and communal gardens
- ◆ Community services, Haven for Special People, and Couleecap onsite



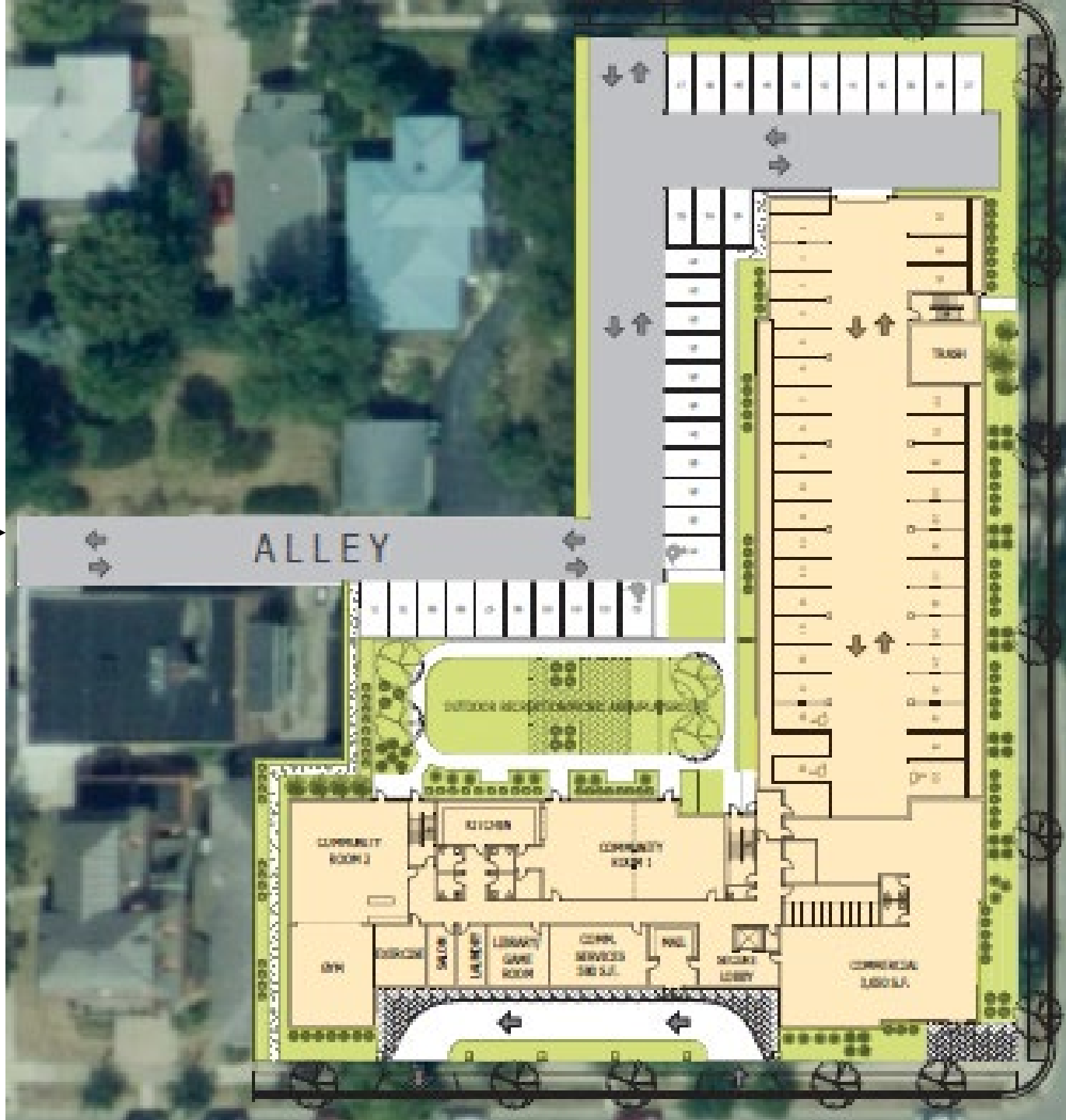
MAIN STREET ELEVATION



10TH STREET ELEVATION



9th Street



State Street

10th Street

Main Street

Evolving Roles

Haven for Special People

- ◆ Purchase & maintain building amenities
- ◆ Facilitate social interaction; Host celebrations and events
- ◆ Provide life skills support and education; Connect residents with employment support
- ◆ Serve as a bridge between management and residents; Solicit resident feedback

Couleecap

- ◆ Offices located in the building; Eventual owner

Property Management Company

- ◆ Leasing, building maintenance, tenant relations, and other building management



BUILDING COMMUNITY & LIVING FULLY

IN LA CROSSE, WI

Learn more at:
www.havenforspecialpeople.org